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EDUCATION AND TRAINING VOUCHER CONTRACT**BETWEEN THE****NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT****AND****CENTRAL PLAINS CENTER FOR SERVICES**

This contract is entered into by and between the Nebraska Department of Health and Human Services, Division of Children and Family Services (hereinafter the "Department"), and Central Plains Center for Services, located at 908 South E Street, Broken Bow, Nebraska 68622 (hereinafter the "Contractor").

PURPOSE. The purpose of this contract is for the administration of the Education and Training Voucher (ETV) program.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from October 1, 2008 until September 30, 2009.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

II. CONSIDERATION

- A. The Department agrees to pay the Contractor the total amount not to exceed \$540,975.00 (Five hundred forty thousand nine hundred seventy five dollars) for the services specified herein.
- B. **PAYMENT STRUCTURE. FILL IN PAYMENT STRUCTURE**
The Department agrees to make quarterly payments in the amount of \$135,243.75. The first payment will be made upon the signing of the contract. All payments are contingent upon the submission of a bill by the Contractor.
- C. The Contractor understands and agrees that this Contract does not guarantee that the Department shall request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department shall be expected.

- D. The Department reserves the right to withhold payment until required reports are received.
- E. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of the Department.
- F. The Contractor agrees not to accept payment from the family of the youth unless an established part of the Department's case plan includes a fee for services.
- G. The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.

III. SCOPE OF SERVICES

- A. The Contractor agrees to perform the following services:
 - 1. Develop an outreach program, training/informational materials, with the assistance of the Department, to inform eligible youth about the Education and Training Voucher program and application process.
 - 2. Provide support to youths involved in the Education and Training Voucher Program, by visiting with youths on campus, assisting with registration, assisting with financial aid applications, helping to problem solve issues such as transportation, employment, daycare, study habits, family responsibilities, etc.
 - 3. Process all Education and Training Voucher applications. This includes reviewing application and budget with youth to determine eligibility, determining the amount of assistance youth will receive, notifying youth and prospective college of youth's eligibility and processing payments.
 - 4. Track and monitor Education and Training Voucher participants through monthly phone calls, e-mails or face to face contacts.
 - 5. Establish re-application eligibility and monitor successful completion of individual ETV plans.
 - 6. Host an annual "meet and greet" gathering for participating youth to celebrate academic accomplishments.
 - 7. Maintain a database of youth currently or formerly involved in the ETV program and their status.
 - 8. Maintain tracking system for Education and Training Voucher Program expenditures. Tracking will include, but not limited to, payments to youths, personnel costs and operating expenses.

B. REPORTING REQUIREMENTS

The Contractor will provide a semi-annual and annual report to HHS on the ETV program including expenditures, demographics including the number of youth served, successful completion or failure data and narrative summarizing these categories. Reports must also include an overall description of the ETV program, with recommendations on any programmatic improvements. These reports will be due to

the Department by February 28, 2008 (October 2008-January 2009 data) and July 31, 2009 (October 2008-June 2009 data).

C. ADMINISTRATIVE STANDARDS.

1. **Performance Accountability:** The Contractor agrees be held accountable for the services they provide. Data on provider performance on the outcome measures described below will be posted on the Internet as part of the Departments position to be transparent and accountable.
 - a. **Outcome: Foster youth have access to a higher education.**
Information about the ETV Program will be made available to DHHS staff, Nebraska Foster and Adoptive Parent Association, post secondary schools and through community presentations.
 - b. **Outcome: A 5% Increased retention rate of youth involved in the ETV program from the prior contract year performance.**
 - 1) 100% of all youth participating in the program will have a support system in place through the college they are attending.
 - 2) 100% of the youth participating in the program will have monthly contact with the Contractor including phone calls, e-mails or direct meetings for the purpose of outreach, assistance to the youth with other federal applications, and tracking of the youth's progress.

IV. DEPARTMENT RESPONSIBILITIES

All Department responsibilities are described within II-Consideration.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.
2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS

114 The Auditor's Communication with Those Charged With Governance. The Contractor agrees to provide the Department with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.
- B. AMENDMENT.** This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT.** The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- D. AVAILABILITY OF FUNDING.** Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.
- E. BREACH OF CONTRACT.**
1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been

properly completed and is of use to the Department. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. **CONFIDENTIALITY.** The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

G. **CONFLICTS OF INTEREST.** In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

H. **COST PRINCIPLES AND AUDIT REQUIREMENTS.** The Contractor is to follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds received by the Contractor. See the table below and Attachment 1, Audit Requirement Certification form. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual financial review or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal payments	Audit Type
Less than \$500,000	Audit that meets Government Auditing Standards
\$500,000 or more in federal payments	A-133 audit

I. **DATA OWNERSHIP AND COPYRIGHT.** All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. This provision shall survive termination of this contract.

- J. **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- K. **DOCUMENTS INCORPORATED BY REFERENCE.** All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- L. **DRUG-FREE WORKPLACE.** The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- M. **FEDERAL FINANCIAL ASSISTANCE.** The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- N. **FORCE MAJEURE.** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- O. **GOVERNING LAW.** This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.
- P. **HOLD HARMLESS.**
1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent

or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.

2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

R. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

S. LOBBYING.

1. If the Contractor receives Federal funds through the Department, for full or partial payment under this contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract or (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires the department to withhold Nebraska income tax if payments for personal services are made in excess of \$600 to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest

or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- U. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** The Contractor shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/facinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- V. **NON-DISCRIMINATION.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- W. **PROMPT PAYMENT.** Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- X. **PUBLIC COUNSEL.** In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- Y. **RESEARCH.** The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation,

analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

Z. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

AA. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses, or such address as is later designated in writing by the party:

FOR THE DEPARTMENT:

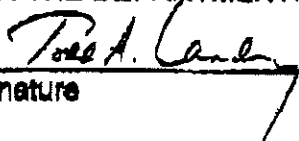
Name: Shirley Pickens White
Organization: NDHSS
Address: PO Box 95026
City, State, Zip: Lincoln, NE 68609
Phone: (402) 471-9196

FOR THE CONTRACTOR:

Name: Nancy Ferguson
Organization: Central Plains Center
Address: 908 South E. Street
City, State, Zip: Broken Bow, NE 68822
Phone: (308) 872-6176

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

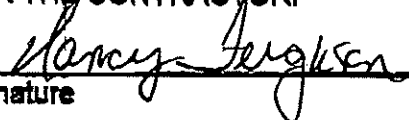
FOR THE DEPARTMENT:


Signature

Todd A. Landry
Director
Department of Health and Human Services
Children and Family Services

DATE: 11/21/08

FOR THE CONTRACTOR:


Signature

Nancy Ferguson
Director
Central Plains Center for Services

DATE: 11/21/08

Attachment 1

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Children and Family Services Policy Section
AUDIT REQUIREMENT CERTIFICATION

Subgrantees and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".

Grant Name Education & Training Voucher Grant # 39661-26 CFDA* # ABF 514545

Chafes Educational and Training Voucher (CETV), Grant #G-0801NECETV, and CFDA # 93.599

*(Catalog of Federal Domestic Assistance)

Contractor's Name Central Plains Center for Services

Address: 908 South E. Street

City: Broken Bow State: NE Zip Code: 68822

Federal Tax Identification Number (FTIN) 47-0784568

Contractor's Fiscal Year 1/1, 2008 to 12/31, 2009

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* must be provided by the contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

Check either 1 or 2 and complete the signature block on page 2:

1. ☐ As the contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. ☒ As the contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the contractor, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- The contractor's financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion on this contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this contractor's internal control, a report on this contractor's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations (SF-SAC)*.

We further acknowledge a copy of this subgrantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

or the Contractor must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management in a format similar to the following:

The Contractor's latest A-133 Audit is now available for your use at:
<http://www.>

The Contractor's financial report is available at:
<http://www.>

The foregoing submissions or notification and electronic access to the annual audit and financial report must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Nancy Ferguson
Print/Type Name

Director
Print/Type Title

Nancy Ferguson
Signature

11/21/08
Date

(308) 872-6174
Telephone Number